

## **Request for Applications (RFA)**

### **Responsible Growth and Transit-Oriented Development (TOD) Grant Program**

The Office of Policy and Management (OPM) is seeking proposals from municipalities and regional councils of governments for responsible growth and transit-oriented development projects. This competitive grant program is intended to provide financial support for: (1) construction projects that expand on previous state investment in transit-oriented development, as defined in Section 13b-79o of the Connecticut General Statutes, and/or (2) planning or construction projects that demonstrate responsible growth through their consistency with the [\*Conservation & Development Policies: The Plan for Connecticut 2013-2018\*](#).

Proposals shall be screened and rated in accordance with the criteria established in Attachment A incorporated herein.

#### A. What is the purpose of this RFA?

- (1) To generate a pool of eligible projects for consideration in this round of funding, as well as to assess the demand for potential future rounds of funding; and
- (2) To identify which elements of project proposals, if any, might be eligible for other state agency-administered programs.

#### B. What types of projects are eligible for funding under the Responsible Growth and TOD Grant Program?

Planning and construction projects are eligible for funding. Priority shall be given to construction projects that leverage past state investments in planning, site preparation and/or infrastructure improvements. Examples of eligible activities include, but are not limited to, the following:

- (1) Projects that are consistent with locally-approved plans for TOD improvements;
- (2) Projects for infill development, reuse or rehabilitation of existing facilities, particularly in TOD and transit-supportive neighborhoods, along main streets and in village centers;
- (3) Projects to improve or revitalize municipal infrastructure, with the intention of supporting the creation of higher density residential and/or mixed use development, where practical and consistent with local or historic character;
- (4) Projects that reinforce and promote Connecticut's Heritage Areas, as defined in [\*Section 23-81 of the Connecticut General Statutes\*](#);
- (5) Projects that create workforce housing in designated Incentive Housing Zones;
- (6) Projects that enhance a network of pedestrian and bicycle improvements, which improve accessibility to local activity centers, and/or the regional public transportation network;
- (7) Projects that promote agriculture and supportive industries;
- (8) Projects that promote community resiliency in response to extreme weather events, and that are supportive of responsible growth and/or TOD;
- (9) Projects that demonstrate inter-town and/or regional collaboration;
- (10) Projects identified in a regional economic development district's comprehensive economic development strategy (CEDS);

- (11) Other practical or innovative proposals designed to promote the outcomes of any of the six Growth Management Principles that form the basis for [\*Conservation & Development Policies: The Plan for Connecticut 2013-2018\*](#).

C. Who may submit an application?

Only Connecticut municipalities (i.e., cities and towns) and Regional Councils of Governments (COGs) may apply for Responsible Growth and TOD Grants. Partnerships are encouraged, and may also include non-profit and private entities, where appropriate. Eligible applicants may submit multiple applications.

D. What are the individual grant funding limits?

Grant awards under this program shall be not less than twenty-five thousand dollars (\$25,000) and not more than two million dollars (\$2,000,000). Nothing in this RFA shall preclude two or more municipalities or COGs from submitting a joint application.

E. What are the funding sources for the Responsible Growth and TOD Grant Program?

Bond funds have been authorized for these purposes under Section 13(a) of Public Act 07-7 (June Special Session), Section 2(d) of Public Act 14-98, Sections 2(d) and 13(a) of Public Act 15-1 (June Special Session). Funding is contingent upon Bond Commission approval, and OPM reserves the right to select the funding source it deems most appropriate for each grant award.

F. What constitutes a complete application?

*For municipal applications:*

- (1) A formal written proposal submitted by the chief executive officer of the municipality, as outlined in Section H of this RFA. If two or more municipalities jointly apply, the proposal shall be submitted by the lead municipality;
- (2) A resolution of the respective COG indicating that the subject application has regional support; and
- (3) A Certified Resolution of the municipality's legislative body authorizing, by name and by title, the chief executive officer of the municipality to submit a grant application and to administer the grant, if awarded. See attachment B for a sample resolution. For joint applications, each participating municipality must pass a similar resolution of its legislative body authorizing the appropriate official of the lead municipality to submit a grant application on its behalf and to administer any grant award.

*For COG applications:*

- (1) A formal written proposal submitted by the executive director of the COG, as outlined in Section H of this RFA. If two or more COGs jointly apply, the proposal shall be submitted by the lead COG; and
- (2) A Certified Resolution of the COG's board of directors authorizing, by name and by title, the executive director of the COG to submit a grant application and to administer the grant, if awarded. See attachment B for a sample resolution. For joint applications, any partnering COG shall also pass a similar resolution authorizing the executive director of the lead COG to submit a grant application on its behalf and to administer any grant award.

#### G. Milestone dates.

- (1) Thursday, December 24, 2015 at 4:00 pm – Deadline to submit written questions on the RFA.
- (2) Thursday, January 7, 2016– Deadline for OPM to post responses to RFA questions on its website.
- (3) Thursday, February 4, 2016 at 4:00 pm– Deadline to submit completed application as specified in Section F of this RFA. In no event shall the content of any proposal be modified after this date; however, municipalities or COGs that need additional time to complete the Certified Resolution or the regional letter of support requirements shall ensure that any such documents are received by no later than Thursday, January 28, 2016 at 4:00 pm, in order for the application to be deemed complete.

#### H. What is the format for the written proposal?

- (1) A description of existing conditions in the proposed project area (i.e., transportation facilities, parking, employment, residential, commercial/retail, brownfields, building vacancy rate, parking spaces, zoning regulations, etc.). If available, include maps as supplemental attachments;
- (2) Identification of the immediate need for the proposed project, and how it advances the municipality's long-term vision for the proposed project area;
- (3) A detailed description of the proposal including but not limited to, a project schedule, budget, and site plan, and how it relates to both the existing conditions and the future vision. Proposals for construction projects should also include, as attachments, project cost estimates supporting the request for funding, construction drawings, and a list of required permits and approvals;
- (4) A description of how the proposal will support TOD and/or responsible growth; and
- (5) A brief assessment of what is considered to be the most critical hurdle(s) to overcome in order to realize the municipality's vision, and to what extent, if any, state agencies might be needed to facilitate a coordinated solution.

**Note: Formal written proposals should be no more than 10 pages in length, excluding necessary attachments. By submitting a proposal, the applicant agrees to accept OPM's General Grant Conditions and Special Grant Conditions, as may be amended in the future. These conditions can be reviewed in Attachments C and D of this RFA.**

#### I. How will proposals be rated and selected?

Proposals that pass the initial screening criteria shall be subject to the rating criteria set forth in Attachment A of this RFA. The OPM Secretary shall be responsible for selecting project proposals for funding, subject to Bond Commission approval.

J. Rights Reserved To The State.

The State reserves the right to award in part, to reject any and all bids in whole or in part for misrepresentation or if the proposer is in default of any prior State contract, or if the bid or proposal limits or modifies any of the terms and conditions and/or specifications of the RFA. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served.

The State reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a grant already made to a proposer and subsequently awarding the grant to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the grant with the initial proposer is deemed to be void *ab initio* and of no effect as if no grant ever existed between the State and the proposer.

K. To whom must applications and related questions be submitted?

Questions related to this RFA shall be submitted in writing to the Official State Contact Matthew Pafford, at either [Matthew.Pafford@ct.gov](mailto:Matthew.Pafford@ct.gov) or Office of Policy and Management, 450 Capitol Avenue MS# 54ORG, Hartford, CT 06106-1379. Written questions must be received by the deadline specified in Section G.

Completed applications and attachments are encouraged to be submitted electronically to [OPM.Responsiblegrowth-tod@ct.gov](mailto:OPM.Responsiblegrowth-tod@ct.gov). If an applicant prefers to submit a hard copy of their application, it should be mailed to Matthew Pafford, Office of Policy and Management, 450 Capitol Avenue MS# 54ORG, Hartford, CT 06106-1379. All applications must be received by the deadline specified in Section G. Applicants will receive an email notification of receipt.

L. Communications Notice.

All communications with the State or any person representing the State concerning this RFA are strictly prohibited, except as permitted by this RFA. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.

M. Inquiry Procedures.

All questions regarding this RFA and submission requirements must be directed, in writing, to the Official State Contact by 4:00 PM on Thursday, December 24, 2015. Proposers are required to limit their contact regarding this RFA to the person(s) named herein. Written responses to all questions received will be posted to the Office of Policy and Management website at <http://ct.gov/opm/rfp> and the DAS website at <http://das.ct.gov/cr1.aspx?page=12> by Thursday, January 7, 2016 at 4:00 pm.

N. Minimum Submission Requirements.

Proposals must be (1) submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

O. The State may amend or cancel this RFA, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.

P. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

Q. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.

R. All responses to the RFA must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFA may be considered appropriate cause for rejection of the response.

S. This RFA is not an offer and neither this RFA nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the grant until the successful proposer is notified that the grant has been accepted and approved by the State. The grant may be amended only by means of a written instrument signed by the State and the proposer.

T. All proposals in response to this RFA are to be the sole property of the State. Proposers are encouraged NOT to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the proposal and labeled CONFIDENTIAL and enclosed in a separate envelope.

If the proposer indicates that certain documentation, as required by this RFA, is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, OPM will endeavor to keep said information confidential to the extent permitted by law. OPM, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the proposer submitting the information requests confidentiality, then the information generally is considered to be “given in confidence.” A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the proposer and shall accompany the proposal. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

U. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFA is to be the sole property of the State.

V. Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFA Selection Committee.

W. The proposer represents and warrants that the proposal is without collusion or fraud. The proposer further represents and warrants that they did not participate in any part of the RFA development process, had no knowledge of the specific contents of the RFA prior to its issuance, and that no agent, representative or employee of the State participated directly in the proposer’s proposal preparation.

X. All responses to the RFA must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFA may be considered appropriate cause for rejection of the response.

## **Attachment A**

### **Responsible Growth and Transit –Oriented Development (TOD) Grant Program**

#### **I. INITIAL SCREENING CRITERIA**

A. Did the applicant submit a complete application in accordance with the key milestone dates noted in Section G of this RFA?

B. Does the proposal promote responsible growth, transit-oriented development, or other activities supportive of such?

Any application that does not pass the Initial Screening Criteria will not be rated.

#### **II. RATING CRITERIA**

The following criteria shall be utilized in OPM's rating and selection process, and are presented as a guide for potential applicants in developing their proposals.

##### **RATING CRITERIA**

##### **A. Local & Regional Supporting Actions**

The applicant should provide evidence of local and regional commitment to responsible growth land use planning and decision-making, including TOD and/or related transit-supportive activities. Any previous projects or actions taken in support of the current proposal should be provided. Such actions can include, but are not limited to: TOD planning; zoning that allows or encourages TOD or responsible growth; past examples of redevelopment or reuse in city or town centers, including brownfield or historic structures; compact development that promotes a variety of housing options, commercial/retail uses, and/or multi-modal options; and other efforts to preserve community character.

##### **B. Leverages Other Funding**

The applicant should indicate if the funds requested will help leverage other funding to provide a larger economic and development impact. These can include, but are not limited to, investments or financial commitments made by private, municipal, state, federal or non-governmental organizations. A local match of 10% or greater, while not required, will enhance the rating for this category by demonstrating the applicant's vested interest in the success of the project.

##### **C. Economic & Market Viability**

The applicant should describe the economic and market viability of the proposed project area, as well as the viability of the specific project proposal, both from a local and regional perspective. This should include, but is not limited to, an assessment of the proposed project's potential to progress as envisioned, the proposed project's expected impact and benefit to the community (e.g. additional revenue, increased tax base, increase to neighboring property value, private interest/investment acquired, other social/economic/financial benefits), the market need the project fulfills, endorsements from other parties interested in the success of the proposed project, and other factors necessary for the project to ultimately be successful.

#### D. Timeline to Implementation

The applicant should provide a realistic project schedule or timeline that includes, but is not limited to, the amount of time needed to either construct the proposed project or implement the proposed plan; the anticipated amount of time before the proposed project realizes the economic benefits in item C above, and a proposed schedule outlining expected future projects/phases needed to realize the municipality's complete vision for the project area.

#### E. Supportive of Responsible Growth & TOD

The applicant shall:

- 1) Describe in detail how the proposed project demonstrates consistency with one or more of the Growth Management Principles from the [\*Conservation & Development Policies: The Plan for Connecticut 2013-2018\*](#); and/or
- 2) Describe in detail how the proposed project will advance previous state investments in transit and TOD.



## Attachment B

*Sample Resolution Authorizing the designated officer of a Municipality or Regional Council of Government (COG) to apply for and to administer any Responsible Growth and Transit-Oriented Development (TOD) Grants.*

### **Certified Resolution of the Municipal Legislative Body or COG Board of Directors**

(To be completed by the City or Town Clerk, or COG equivalent)

#### **Responsible Growth and Transit-Oriented Development (TOD) Grant Program**

The Legislative Body of the Town/City of \_\_\_\_\_ met on \_\_\_\_\_ and adopted a resolution by the vote of \_\_\_\_\_ to \_\_\_\_\_ which:

*Or*

The Board of Directors of the Regional Council of Government of \_\_\_\_\_ met on \_\_\_\_\_ and adopted a resolution by the vote of \_\_\_\_\_ to \_\_\_\_\_ which:

- (1) authorizes submission of the \_\_\_\_\_  
(title of the grant proposal(s)), in accordance with the Responsible Growth and Transit-Oriented Development (TOD) Grant Request for Applications;
- (2) authorizes \_\_\_\_\_  
(name and title of the designated Officer of a municipality or COG), or their successor(s), to sign the grant application and to sign any other documents associated with administering the grant, if awarded, including any amendments thereto. Such grant application is attached to and made a part of this record.

Attested to by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(City/Town Clerk or COG equivalent)

Date: \_\_\_\_\_

**Attachment C**

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT**

**Intergovernmental Policy Division  
450 CAPITOL AVENUE  
MS # 54 ORG  
HARTFORD, CT 06106**

**SPECIAL GRANT CONDITIONS**

***Check applicable box, if required.***

- ☐ 1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at \_\_\_\_\_ regarding the required revisions.
- ☐ 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at \_\_\_\_\_ for further detail on these funding restrictions.
- ☐ 3. The Grantee is required to participate in training session(s) on \_\_\_\_\_. The Grantee must contact \_\_\_\_\_ to schedule training and determine if there are other technical assistance opportunities.
- ☒ 4. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to OPM by letter.
- ☐ 5. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by OPM.
- ☒ 6. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of OPM or any party designated by OPM for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
- ☐ 7. Grantee's attendance at all training events, seminars and conferences must be approved by OPM prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates and costs. Staff attending training events may be required to present a summary of the training to OPM and/or other Grantees.
- ☐ 8. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.

- ☐ 9. The Grantee certifies that the application on which this grant is based was presented to the superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.
- ☐ 10. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
- ☐ Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
  - ☐ 28 C.F.R. Part 42, Subparts C, D, E.
  - ☐ 28 C.F.R. Part 23 (Criminal Intelligence Systems).
  - ☐ 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
  - ☐ U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
  - ☐ To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- ☐ 11. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.
- ☒ 12. The Grantee agrees to and shall comply with the scope of work in the Grant, as may be amended.
- ☐ 13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.
- ☐ 14. If applicable, the Grantee shall grant to other Connecticut municipalities or towns and/or the State limited, non-exclusive and royalty free license to use any Proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding Third-Party Software. For the purpose of this grant "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
- ☐ 15. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.

Revised November, 2012

**Attachment D**

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT**

**Intergovernmental Policy Division  
450 CAPITOL AVENUE  
MS # 54 ORG  
HARTFORD, CT 06106**

**General Grant Conditions**

**Updated November 4, 2015**

[http://www.ct.gov/opmathome/lib/opmathome/general\\_grant\\_conditions\\_revised\\_november\\_4\\_2015.docx#47984](http://www.ct.gov/opmathome/lib/opmathome/general_grant_conditions_revised_november_4_2015.docx#47984)

**OFFICE OF POLICY AND MANAGEMENT**  
**Intergovernmental Policy Division**  
**450 CAPITOL AVENUE**  
**MS #54 ORG**  
**HARTFORD, CT 06106**

**GENERAL GRANT CONDITIONS**

**SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

**SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services. OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours' notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

**SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

**SECTION 6: Reports.**

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

## **SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

## **SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with Connecticut General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 In accordance with Connecticut General Statutes § 4a-60(b) if the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the Commission regarding a state contract, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

#### **SECTION 12: Executive Orders.**

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

#### **SECTION 14: Independent Contractor.**

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.



**SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

**SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

**SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

**SECTION 19: Large State Contracts.**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by Connecticut General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.**

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

**SECTION 22: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in § 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

**SECTION 23: Nondiscrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by Connecticut General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

**SECTION 24: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

**SECTION 25: Iran Certification.**

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

**SECTION 26: Forum and Choice of Law.**

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**SECTION 27: Special Grant Conditions.**

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

## ATTACHMENT A

### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

#### **Campaign Contribution and Solicitation Limitations**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **Contract Consequences**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

#### **Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any

goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.